

JS 44 (Rev. 12/07) (Gand rev 1-16-08)

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON PAGE TWO OF THE FORM.)

## I. (a) PLAINTIFFS

Jim Marshall

## DEFENDANTS

Bill Graham Archives, LLC, dba Wolfgang's Vault, a Delaware limited liability company

(b) County of Residence of First Listed Plaintiff San Francisco  
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

(c) Attorney's (Firm Name, Address, and Telephone Number)

Attorneys (If Known)

Mennemeier, Glassman & Stroud LLP  
980 9th Street, 17th Floor  
Sacramento, CA 95814  
(916) 553-4000

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- |  |  |
|--|--|
| <input type="checkbox"/> 1 U.S. Government Plaintiff | <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) |
| <input type="checkbox"/> 2 U.S. Government Defendant | <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)   |

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

PTF	DEF	PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> PERSONAL INJURY	<input type="checkbox"/> PERSONAL INJURY	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury — Med. Malpractice	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury — Product Liability	<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 430 Commerce
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 440 R.R. & Truck	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 450 Airline Regs.	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 640 Occupational Safety/Health	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 650 Other	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 850 Securities/Commodities/ Exchange
<input type="checkbox"/> 190 Other Contract			<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 195 Contract Product Liability			<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 890 Other Statutory Actions
<input type="checkbox"/> 196 Franchise			<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 891 Agricultural Acts
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	<input type="checkbox"/> 863 DIWC/DIW (405(g))
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> Habeas Corpus:	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 530 General	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 535 Death Penalty		<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 540 Mandamus & Other		<input type="checkbox"/> 900Appeal of Fee Determination
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities Other	<input type="checkbox"/> 550 Civil Rights		<input type="checkbox"/> Under Equal Access to Justice
	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 555 Prison Condition		<input type="checkbox"/> 950 Constitutionality of State Statutes
			IMMIGRATION	
			<input type="checkbox"/> 462 Naturalization Application	
			<input type="checkbox"/> 463 Habeas Corpus — Alien Detainee	
			<input type="checkbox"/> 465 Other Immigration Actions	
PROPERTY RIGHTS	SOCIAL SECURITY	FEDERAL TAX SUITS		
		<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)		
		<input type="checkbox"/> 871 IRS — Third Party 26 USC 7609		

## V. ORIGIN (Place an "X" in One Box Only)

- |  |   |  |   |   |   |   |
|--|---|--|---|---|---|---|
| <input type="checkbox"/> 1 Original Proceeding | <input type="checkbox"/> 2 Removed from State Court | <input type="checkbox"/> 3 Remanded from Appellate Court | <input type="checkbox"/> 4 Reinstated or Reopened | <input type="checkbox"/> 5 another district (specify) _____ | <input type="checkbox"/> 6 Multidistrict Litigation | <input type="checkbox"/> 7 Judge from Magistrate Judgment |
|--|---|--|---|---|---|---|

Transferred from

Appeal to District

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
15 U.S.C. section 1121; 17 U.S.C. section 501; 29 U.S.C. section 1331; 28 U.S.C. section 1338

Brief description of cause:

Copyright violation

## VII. REQUESTED IN COMPLAINT:

 CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$CHECK YES only if demanded in complaint:  
JURY DEMAND:  Yes  No

## VIII. RELATED CASE(S) IF ANY

PLEASE REFER TO CIVIL L.R. 3-12 CONCERNING REQUIREMENT TO FILE  
"NOTICE OF RELATED CASE".IX. DIVISIONAL ASSIGNMENT (CIVIL L.R. 3-2)  
(PLACE AND "X" IN ONE BOX ONLY) SAN FRANCISCO/OAKLAND SAN JOSE

DATE

1/21/09

SIGNATURE OF ATTORNEY OF RECORD

ZMDL

**ORIGINAL  
FILED**

JAN 22 2009

**RICHARD W. WIEKING**  
CLERK, U.S. DISTRICT COURT,  
NORTHERN DISTRICT OF CALIFORNIA.

1 MENNEMEIER, GLASSMAN & STROUD LLP  
2 ANDREW W. STROUD (SBN 126475)  
3 LANDON D. BAILEY (SBN 240236)  
4 980 9<sup>th</sup> Street, Suite 1700  
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5 || Attorneys for Plaintiff Jim Marshall

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

## SAN FRANCISCO DIVISION

~~UV~~ Case No. 09

०२८३

18 Plaintiff Jim Marshall brings this action against defendant Bill Graham Archives,  
19 LLC, dba Wolfgang's Vault (hereinafter "Wolfgang's Vault") for injunctive relief and damages  
20 under the Copyright laws of the United States as follows:

## **THE PARTIES**

22           1. Plaintiff Jim Marshall (hereinafter "Plaintiff") is an  
23 individual who resides and does business in San Francisco, California. Plaintiff is an  
24 internationally renowned photographer noted for his photographs of famous jazz and rock  
25 musical performers dating back to at least the early 1960's.

26           2. Defendant Bill Graham Archives, LLC is a limited liability company  
27 organized and existing under the laws of the State of Delaware and doing business under the  
28 name "Wolfgang's Vault," with its principal offices in San Francisco, California. Wolfgang's

1 Vault runs a website at [www.wolfgangsvault.com](http://www.wolfgangsvault.com) (hereinafter the "Website") which features for  
2 sale, among other things, photographic prints of jazz and rock musicians.

3 **JURISDICTION**

4 3. This is a civil action arising, *inter alia*, under the Copyright laws of the  
5 United States. This Court has jurisdiction over the subject matter of this action pursuant to 15  
6 U.S.C. § 1121, 17 U.S.C. § 501, 28 U.S.C. § 1331, and 28 U.S.C. § 1338.

7 **VENUE**

8 4. Venue in this district is proper under 28 U.S.C. §§ 1391(b) and (c) and 28  
9 U.S.C. § 1400(a).

10 **BACKGROUND**

11 5. Plaintiff is an internationally recognized professional photographer.

12 6. Plaintiff is the creator and copyright owner of photographs of many well-  
13 known musicians, such as Johnny Cash, Jimi Hendrix, Janis Joplin, Jim Morrison, Led Zeppelin,  
14 Bob Dylan, The Rolling Stones and The Beatles. Plaintiff was the only photographer to whom  
15 The Beatles granted backstage access at their last concert, and was one of the principal  
16 photographers at the Monterey Pop Festival and the original Woodstock.

17 7. Plaintiff's photographs have appeared on over 500 record covers, and in  
18 domestic and international publications including *Newsweek*, *Time*, *Life*, *The Saturday Evening*  
19 *Post*, *Look*, and *Rolling Stone*. Some of Plaintiff's art photography is in the Smithsonian  
20 Institute's permanent collection.

21 8. On May 3, 2004, Plaintiff and Wolfgang's Vault entered into a written  
22 Agreement (the "Agreement") wherein Plaintiff granted the exclusive right to Wolfgang's Vault  
23 to sell certain of Plaintiff's photographs on the Website, including the Marshall Prints. The  
24 Agreement expired, in accordance with its terms, on May 4, 2008. A true and correct copy of the  
25 Agreement is attached to this Complaint as Exhibit A.

26 9. During and under the terms of the Agreement, Marshall, as author of the  
27 Marshall Prints, reproduced, matted, and signed copies of the Marshall Prints, and delivered  
28 these matted and signed copies to Wolfgang's Vault.

1           10. Plaintiff and Wolfgang's Vault shared in profits derived from Marshall  
 2 Prints sold through the Website in accordance with the terms of the Agreement. At no point did  
 3 the physical Marshall Prints delivered to Wolfgang's Vault become the property of Wolfgang's  
 4 Vault, nor did Wolfgang's Vault ever obtain any intellectual property rights in the Marshall  
 5 Prints other than those expressly conveyed in the Agreement, all of which expired no later than  
 6 May 4, 2008.

7           11. Plaintiff Wolfgang's Vault owns the Website, which features for sale,  
 8 among other things, photographic prints of jazz and rock musicians. Wolfgang's Vault's  
 9 Website makes available for sale several of Plaintiff's photographs, including the following: (a)  
 10 Thelonious Monk Fine Art Print from 1963, item # JMP0011-FP (the "Monk Print"); (b) Miles  
 11 Davis Fine Art Print from 1971, item # JMP0006-FP (the "Davis Print"); (c) Duke Ellington Fine  
 12 Art Print from September 18, 1966, item # MFM660918-FP (the "Ellington Print"); (d) Janis  
 13 Joplin Fine Art Print from 1968, item # JMP0023-FP (the "Joplin Print"); (e) Bill Evans Fine Art  
 14 Print from 1963, item # JMP0008-FP (the "Evans Print"); and (f) John Coltrane Fine Art Print  
 15 from 1960, item # JMP0007-FP (the "Coltrane Print") (collectively the "Marshall Prints").

16           12. The Marshall Prints are still made available for sale by Wolfgang's Vault  
 17 on the Website. Exhibit B to this Complaint is a true and correct copy of a printout from the  
 18 Website on January 8, 2009, showing the Monk Print for sale. Exhibit C to this Complaint is a  
 19 true and correct copy of a print out from the Website on January 8, 2009, showing the Davis Print  
 20 for sale. Exhibit D to this Complaint is a true and correct copy of a print out from the Website on  
 21 January 8, 2009, showing the Ellington Print for sale. Exhibit E to this Complaint is a true and  
 22 correct copy of a print out from the Website on January 8, 2009 showing the Joplin Print for sale.  
 23 Exhibit F to this Complaint is a true and correct copy of a print out from the Website on January  
 24 8, 2009 showing the Evans Print for sale. Exhibit G to this Complaint is a true and correct copy  
 25 of a print out from the Website on January 8, 2009 showing the Coltrane Print for sale.

26           ///

27           ///

28           ///

1           13. Each of the Marshall Prints is a photograph taken by Plaintiff. Plaintiff  
 2 owns the exclusive rights to each of the Marshall Prints, including the right to sell, reproduce,  
 3 and/or distribute each of the Marshall Prints. The Website confirms that Plaintiff owns the  
 4 copyright to the Marshall Prints, not Wolfgang's Vault. See Exhs. B – G.

5           14. On May 4, 2008, the Agreement expired pursuant to its terms and  
 6 Defendant's right to sell the Marshall Prints was terminated by Plaintiff. Following termination  
 7 of the Agreement, Plaintiff demanded the return of the Marshall Prints, as well as other property  
 8 of Plaintiff. Wolfgang's Vault refused to return the property. In addition, Plaintiff has demanded  
 9 that Wolfgang's Vault cease and desist from any further sales of the Marshall Prints on the  
 10 website.

11           15. Despite Plaintiff's demand that Wolfgang's Vault cease and desist from  
 12 selling the Marshall Prints in contradiction of Plaintiff's copyright interest, Wolfgang's Vault has  
 13 continued to sell prints from May forward through today in knowing violation of Plaintiff's rights  
 14 and in violation of the copyright laws. On December 23, 2008, some seven months after  
 15 Defendant's right to sell was terminated, Defendant sold a Monk Print from the Website for  
 16 approximately \$2,000 after taxes and shipping charges. A true and correct copy of the packing  
 17 slip/invoice evidencing this purchase is attached to this Complaint as Exhibit H.

#### **CLAIM FOR RELIEF - COPYRIGHT INFRINGEMENT**

16. Plaintiff incorporates by reference the allegations contained in paragraphs  
 17 1-15.

18. Plaintiff owns the copyright to the Marshall Prints. The Marshall Prints  
 19 each appear in one or more of three published books  
 20 in which Plaintiff owns the photograph copyright. These three books are entitled (a) "Jim  
 21 Marshall: Proof" (ISBN 0-8118-4318-1) (hereinafter "PROOF"); (b) "Jim Marshall: Jazz" (ISBN  
 22 0-1881-4354-8) (hereinafter "JAZZ"); and (c) "Not Fade Away: The Rock & Roll Photography  
 23 of Jim Marshall" (ISBN 0-8212-2362-3) (hereinafter "NOT FADE AWAY") (collectively the  
 24 "Copyrighted Books").

25           ///

1           18. Each of the Copyrighted Books consists largely of a collection of  
2 Plaintiff's photographic art.

3           19. PROOF is the subject of United States Copyright Office Certificate of  
4 Registration No. VA 0001352549, issued to Plaintiff on or about December 7, 2005. A true and  
5 correct copy of a print out from the United States Copyright Office Public Catalog, available at  
6 <http://cocatalog.loc.gov>, is attached to this Complaint as Exhibit I.

7           20. JAZZ is the subject of United States Copyright Office Certificate of  
8 Registration No. VA 0001365079, issued to Plaintiff on or about August 10, 2005. A true and  
9 correct copy of a print out from the United States Copyright Office Public Catalog, available at  
10 <http://cocatalog.loc.gov>, is attached to this Complaint as Exhibit J.

11          21. NOT FADE AWAY is the subject of United States Copyright Office  
12 Certificate of Registration No. TX 0006031402, issued to Plaintiff on or about June 17, 2004. A  
13 true and correct copy of a print out from the United States Copyright Office Public Catalog,  
14 available at <http://cocatalog.loc.gov>, is attached to this Complaint as Exhibit K.

15          22. The Monk Print appears in JAZZ at page 69.

16          23. The Davis Print appears in JAZZ at page 96.

17          24. The Davis Print appears in PROOF.

18          25. The Ellington Print appears in JAZZ at pages 90-91.

19          26. The Joplin Print appears in NOT FADE AWAY at page 36.

20          27. The Evans Print appears in JAZZ at page 66.

21          28. The Coltrane Print appears in JAZZ at pages 12-13.

22          29. The Coltrane Print appears in PROOF.

23          30. Since the creation of the Marshall Prints and the Copyrighted Books,  
24 Plaintiff has continued to comply with the provisions of the Copyright Act with respect to all  
25 applicable registered copyrights.

26          31. Plaintiff was at all relevant times, and continues to be, the sole proprietor  
27 of all right, title and interest in and to the Marshall Prints and all relevant aspects of the  
28

1 Copyrighted Books. Copyright to the Marshall Prints and all relevant aspects of the Copyrighted  
2 Books have never been released to the public domain.

3 32. By reason of the foregoing, Wolfgang's Vault's conduct has infringed  
4 Plaintiff's copyright interest in the Copyrighted Books and Marshall Prints, including Plaintiff's  
5 exclusive right to reproduce, use, and sell the Marshall Prints and the Copyrighted Books and to  
6 prepare derivative works based upon the Marshall Prints and the Copyrighted Books.

7 33. The activities of Wolfgang's Vault in intentionally offering for sale,  
8 distributing, and publicly exhibiting on the Website and elsewhere photographic images that  
9 infringe Plaintiff's copyrights constitute willful acts of infringement.

10 34. Plaintiff is informed and believes and thereupon alleges that unless  
11 enjoined by this Court, Wolfgang's Vault intends to continue its course of conduct and to  
12 wrongfully reproduce, use, and sell and otherwise profit from the Marshall Prints. As a direct  
13 and proximate result of Wolfgang's Vault's acts alleged above, Plaintiff has already suffered  
14 irreparable damage. Plaintiff has no adequate remedy at law to redress the injuries that  
15 Wolfgang's Vault has caused and intends to continue to cause by its conduct. Plaintiff will  
16 continue to suffer irreparable damage until Wolfgang's Vault's actions are enjoined by this  
17 Court.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, plaintiff demands judgment as follows:

20 A. **On the First Claim For Relief (Copyright Infringement), Judgment in Favor  
21 of Plaintiff:**

22 1. Preliminarily and permanently enjoining defendant from engaging in any  
23 conduct constituting an infringement of plaintiff's copyright identified above;

24 2. Directing the immediate return of all goods infringing plaintiff's copyright  
25 in the possession, custody or control of defendant to Plaintiff;

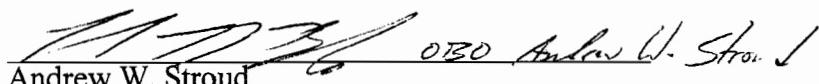
26 3. Awarding plaintiff either his actual damages and defendant's profits from  
27 their infringing activities or, at plaintiff's subsequent election, statutory damages, together with  
28 his costs of this action, including his reasonable attorneys' fees; and

1           4. That defendant, within thirty days after service of judgment, with notice of  
2 entry thereof upon defendant, be required to file with the Court and serve upon plaintiff a written  
3 report under oath setting forth in detail the manner in which defendant has complied with the  
4 injunctive relief requested herein.

5           5. For such other and further relief as the Court may deem just and proper.  
6

7 Dated: January 21, 2009

MENNEMEIER, GLASSMAN & STROUD LLP  
ANDREW W. STROUD  
LANDON D. BAILEY

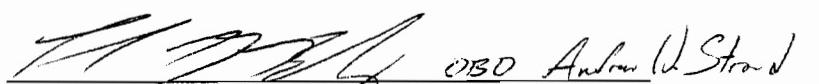
10   
Andrew W. Stroud  
11 Attorneys for Plaintiff Jim Marshall

13 **DEMAND FOR JURY TRIAL. [FRCP Rule 38(b)]**

14 Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, plaintiff hereby  
15 demands a jury trial herein.

16 Dated: January 21, 2009

MENNEMEIER, GLASSMAN & STROUD LLP  
ANDREW W. STROUD  
LANDON D. BAILEY

19   
Andrew W. Stroud  
20 Attorneys for Plaintiff Jim Marshall

# **EXHIBIT A**

## AGREEMENT

This AGREEMENT (this "Agreement"), dated as of May 3, 2004 (the "Effective Date"), is made and entered into by and between Bill Graham Archives, LLC, a Delaware limited liability company d/b/a Wolfgang's Vault ("Wolfgang's Vault"), and Jim Marshall, a resident of the state of California ("Marshall").

WHEREAS, Marshall is the owner of various photographs and negatives and Wolfgang's Vault owns and operates a website with the URL [www.wolfgangsvault.com](http://www.wolfgangsvault.com) (such website, or any successor website, the "Website") and the parties hereto wish to provide for the sales of certain of Marshall's photographs on the Website.

WHEREAS, Marshall wishes to grant a license to Wolfgang's Vault to allow Wolfgang's Vault to use such proprietary intellectual property of Marshall as is reasonably necessary to allow Wolfgang's Vault to fulfill its obligations under this agreement.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### 1. Sale of Photographs on the Website; Exclusivity.

1.1. As soon as practicable after the Effective Date, a representative of Wolfgang's Vault and Marshall will mutually identify specific photographs taken by Marshall to be offered for sale on the Website (all photographs to be offered for sale on the Website from time to time under this Agreement, the "Marketed Photos" and the images contained in the Marketed Photos, the "Images"). The number and identity of the Marketed Photos will be mutually determined by Wolfgang's Vault and Marshall from time to time, but will initially number at least eighty (80) and be comprised of individual, original prints created from Marshall's "hero" photographs. After a particular photograph becomes a Marketed Photo, it will remain a Marketed Photo unless and until otherwise mutually determined by Wolfgang's Vault and Marshall; provided, however, that if Marshall and Wolfgang's Vault mutually determine a particular Marketed Photo is a "limited edition", the applicable photograph will cease to be a Marketed Photo when the limited edition is filled.

1.2. After the initial Marketed Photos have been identified as contemplated in Section 1.1, and as any additional photographs owned by Marshall become Marketed Photos from time to time, Marshall will deliver to Wolfgang's Vault a 4" x 5" print for each such photograph to allow Wolfgang's Vault to be able to display the corresponding Images on the Website.

1.3. Wolfgang's Vault will offer for sale on the Website Marketed Prints (as defined below) in both 11" x 14" and 16" x 20" dimensions. Wolfgang's Vault and Marshall will mutually agree on the prices to be charged customers for the Marketed Prints, which such prices the parties anticipate will range between \$1,000 and \$2,000, depending on the size, the type of print, matting, etc.

1.4. Marshall agrees to provide Wolfgang's Vault a description of each Marketed Photo, such description to include the location and persons depicted in the Image and any other information that would be of interest to a prospective purchaser of such Marketed Photo, which such description may be provided orally or in writing at the option of Marshall.

1.5. Marshall agrees that Wolfgang's Vault is the exclusive internet seller and distributor of Marshall's photographs, and Marshall will not grant any other person or entity the right to sell any photographs, or any prints created from negatives, owned by Marshall over the internet, and will take such

reasonable action as may be necessary to prevent any other person or entity from engaging in such action; provided, however, that for the avoidance of doubt, the parties hereto expressly agree and acknowledge that Marshall's existing arrangement with Fahey, Klein pursuant to which Fahey, Klein displays Marshall's photographs on the internet, and sells photographs and prints over the telephone and, sells photographs and prints over the telephone and in person (but not over the internet), will not be considered to violate the exclusivity granted to Wolfgang's Vault hereunder.

2. **Inventory.** As Marketed Photos are identified and the underlying negatives are delivered to the party who will produce the physical prints, Wolfgang's Vault will arrange (and be responsible for the costs, which will be included in Actual Costs) for the production of five prints of each Image in each of the dimensions referenced in 1.3 above (i.e., a total of ten prints will be produced for each Image). After such prints are produced (the "Marketed Prints"), Marshall will sign each print and then Wolfgang's Vault will retain physical possession of such prints until such prints are sold via the Website.

3. **Term.** The term of this Agreement shall commence as of the date first written above and shall terminate on the date that is four years after such date. Notwithstanding the foregoing, Marshall may terminate this Agreement upon (i) the sale or transfer, by merger or otherwise, of a majority of the membership interests of Wolfgang's Vault (other than such sale or transfer to an affiliate of Wolfgang's Vault in connection with a company reorganization) or (ii) the sale of substantially all of the assets of Wolfgang's Vault in a single transaction or a series of related transactions.

#### 4. **Sales Proceeds.**

4.1. After the end of each month during which any Marketed Prints are sold, Wolfgang's Vault will, within fifteen days after the end of such month, send to Marshall a statement (the "Statement") showing (i) the number and identity of Marketed Prints sold during such month, (ii) the Actual Net Proceeds received by Wolfgang's Vault during such month, (iii) the Actual Costs for such month.

4.2. "Actual Net Proceeds" means, for any month, (i) the dollar amount actually received by Wolfgang's Vault as payment for the Marketed Prints, exclusive of sales taxes, excise taxes and other similar charges during such month less (ii) the amount of any returns during such month of Marketed Prints previously sold.

4.3. "Actual Costs" means, for any month, the total costs incurred by Wolfgang's Vault to create and mat the Marketed Prints that gave rise to the Actual Net Proceeds during such month. The parties anticipate the costs for creating the Marketed Prints will be approximately \$30 for an 11" x 14" print and \$75 for a 16" x 20" print. Matting costs will be determined as prints are matted.

4.4. Each Statement shall be accompanied by a payment to Marshall in an amount equal to (A) sixty percent (60%) multiplied by (B) (i) the Actual Net Proceeds for the month to which the Statement relates less (ii) the Actual Costs for such month less (iii) a handling fee for each Marketed Print sold during such month, not to exceed \$10 per Marketed Print.

5. **Representations of Wolfgang's Vault.** Wolfgang's Vault represents and warrants to Marshall that it is the owner and operator of the Website, and will indemnify Marshall for any breach of such representation. Wolfgang's Vault further represents and warrants that it will collect, and timely remit, the proper amount (if any) of California sales tax for each Marketed by Wolfgang's Vault. Wolfgang's Vault further represents and warrants that it currently has a good faith intention to (i) spend approximately \$750,000 in advertising and marketing over the next 18 months with a view toward increasing the number of visitors to the Website, (ii) create a separate page on the Website for the Marketed Prints and (iii) initiate "key word buys" on the name "Jim Marshall."

6. **Representations of Marshall.** Marshall represents and warrants to Wolfgang's Vault that it owns (and will own) the copyright to each of the Marketed Photos and has the right to market such photos in the manner contemplated herein, and will indemnify Wolfgang's Vault for any breach of such representation.

7. **Referral Fee.** In the event that Marshall introduces other well known photographers to Wolfgang's Vault and is instrumental in getting such a photographer to sell his or her photographs on the Website, Wolfgang's Vault will pay to Marshall an amount equal to 5% of the net proceeds realized by Wolfgang's Vault from any sale of such photographs, which such amount will be paid within fifteen (15) days after the end of the month in which Wolfgang's Vault receives such proceeds.

8. **Limited License.** Marshall hereby grants to Wolfgang's Vault a royalty-free, non-exclusive license to use Marshall's name, biographical information and such other intellectual property of Marshall during the term of this agreement in such fashion as may be reasonably necessary to allow Wolfgang's Vault to perform its obligations hereunder, including without limitation such use in connection with the marketing and selling of the Marketed Prints .

9. **Confidentiality.** Each of the parties hereto will maintain the confidentiality of the existence and terms of this Agreement will not disclose the existence or terms of this Agreement to any person or entity other than those of its employees who need to know the terms of this Agreement to such party to perform its or his obligations hereunder; provided, however, that Marshall can inform each person that is referred to Wolfgang's Vault which leads to Marshall being paid a referral fee under Section 7 above the fact that Marshall is being paid such a referral fee.

#### 10. **Miscellaneous**

10.1. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous proposals, oral or written, and all negotiations, conversations or discussions heretofore had between the parties related to this Agreement.

10.2. This Agreement does not make either party the employee, agent or legal representative of the other for any purpose whatsoever. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party. In fulfilling its obligations pursuant to this Agreement each party shall be acting as an independent contractor.

10.3. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of California without regard to the conflicts of laws principles that might otherwise apply, as to all matters, including without limitation, validity, interpretation, liability, litigation, performance and remedies.

10.4. In the event that any of the terms of this Agreement are in conflict with any rule of law or statutory provision or otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from this Agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement and this Agreement shall continue in force, unless the invalidity or unenforceability of any such provisions of this Agreement substantially violates, comprises an integral part of or is otherwise inseparable from the remainder of this Agreement.

10.5. Neither party may assign this Agreement without the consent of the other party, which

such consent may be withheld in the sole discretion of either party.

10.6. All notices or other communications in connection with this Agreement shall be in writing and shall be considered given when personally delivered or when mailed by registered or certified mail, postage prepaid, return receipt requested, or when sent via commercial courier . directed, as follows:

If to Marshall:

3622 16<sup>th</sup> St.  
San Francisco, CA 94114

If to Wolfgang's Vault:

149 Bluxome Street  
San Francisco, CA 94107

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

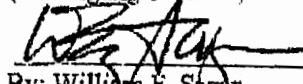
JIM MARSHALL  
("Marshall")

Jim Marshall



BILL GRAHAM ARCHIVES, LLC  
("Wolfgang's Vault")

By: William E. Sagan  
Its: President



# **EXHIBIT B**



LIVE

[WV HOME](#)[VAULT STORE](#)[ENTIRE SITE](#)[SEARCH](#)LOGIN  
ACCOUNT CART HELP

## [CONCERT MEMORABILIA](#)

### [CONCERT MEMORABILIA](#)

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[ITEMS](#)

**THELONIOUS MONK FINE ART PRINT from 1963 - JMP0011-FP**

[JIM MARSHALL](#)  
[BY CATEGORY](#)

- ▶ Poster Art (3)
- ▶ Photography (24)
- ▶ Vintage Tic... (2)
- ▶ Backstage (2)



[JIM MARSHALL](#)  
[BY PRODUCT TYPE](#)

- Premium Vintage P... (18)
- Fine Art Print (6)
- Book (2)
- Poster (2)
- 1970s Ticket (2)
- Handbill (1)



16x20 SG Matted & Signed	\$1,800
<a href="#">EMAIL A FRIEND</a> <a href="#">ADD ITEM TO CART</a> <a href="#">PREV ITEM</a>   <a href="#">BACK TO SEARCH</a>   <a href="#">NEXT ITEM</a>	

[EMAIL A FRIEND](#)  
[PHOTOGRAPHY Q & A](#)  
[DESCRIPTION](#)

The photographic print is signed by the photographer, Jim Marshall.

This photograph is copyright Jim Marshall.

<a href="#">PRODUCT DETAIL</a>	
<a href="#">JIM MARSHALL</a>	
<a href="#">BY CATEGORY</a>	
▶ Poster Art (3)	
▶ Photography (24)	
▶ Vintage Tic... (2)	
▶ Backstage (2)	

[JIM MARSHALL](#)  
[BY PRODUCT TYPE](#)

- Premium Vintage P... (18)
- Fine Art Print (6)
- Book (2)
- Poster (2)
- 1970s Ticket (2)
- Handbill (1)

[JIM MARSHALL](#)  
[BY PRICE RANGE](#)

- Under \$25 (1)

\$25 - \$49 (2)

\$50 - \$99 (4)

\$1,000 & over (23)

[PERFORMERS](#)

[BROWSE ALL PERFORMERS](#)

Aerosmith  
The Allman Brothers Band  
The Band  
The Beach Boys  
The Beatles  
Bob Dylan

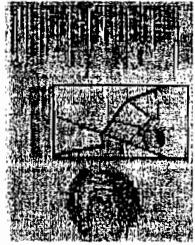
**SHIPPING INFORMATION**

Bob Marley  
 Bruce Springsteen  
 The Doors  
 Fleetwood Mac  
 Grateful Dead  
 Jefferson Airplane  
 Jimi Hendrix  
 Journey  
 Led Zeppelin  
 Lynyrd Skynyrd  
 Metallica  
 Neil Young  
 Pink Floyd  
 Rick silver Messenger...  
 Red Hot Chili Peppers  
 The Rolling Stones  
 Santana  
 Steve Miller Band  
 Tom Petty  
 U2  
 Van Halen  
 The Who  
 Yardbirds

**SUBJECTS:**  
 Thelonious Monk  
**PHOTOGRAPHER:**  
 Jim Marshall

**DATE:** 1963  
**LOCATION:** New York City (New York, NY)  
**PRICE:** \$1,800.00

## RELATED ITEMS



The Band  
 Jul 11, 1970  
 Program  
 \$295.00

## Vault Tips

If you're not ready to buy, put items into your saved cart for the next time you stop by.

Simply go to check out, and click "move to saved cart."

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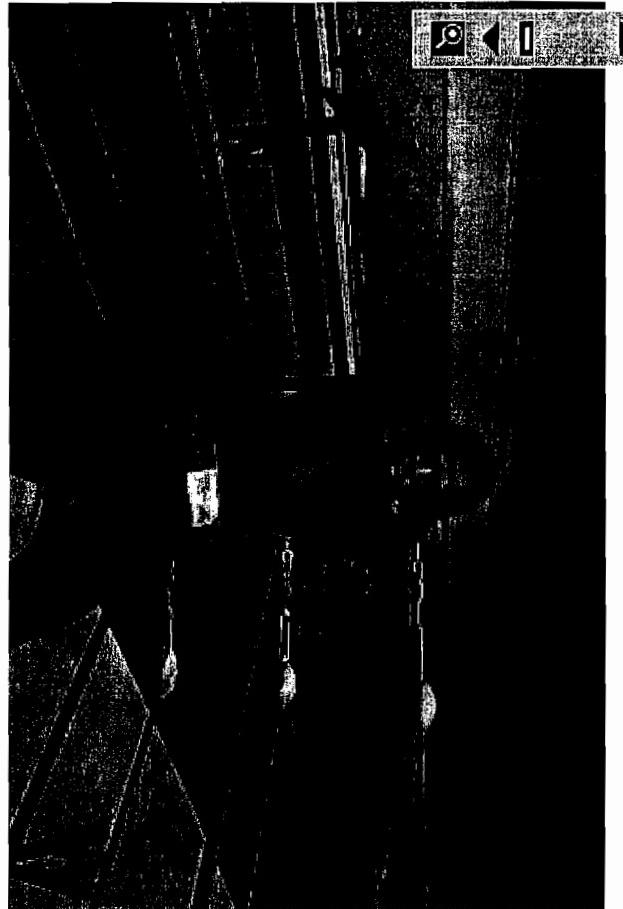
[Gift Certificates](#)

# **EXHIBIT C**



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**MILES DAVIS FINE ART PRINT** from 1971 - JMP0006-FP

16x20 SG Matted & Signed \$1,800

[ADD ITEM TO CART](#)

[PREV ITEM](#) | [BACK TO SEARCH](#) | [NEXT ITEM](#)

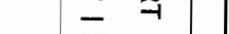
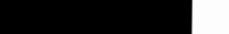
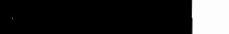
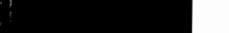
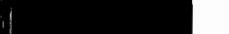
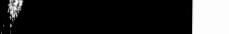
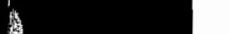
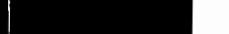
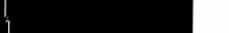
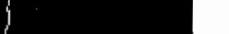
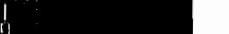
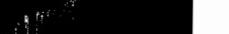
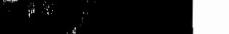
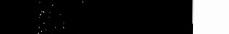
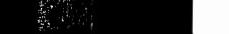
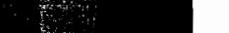
[EMAIL A FRIEND](#)

[PHOTOGRAPHY Q & A](#)

[DESCRIPTION](#)

The photographic print is signed by the photographer, Jim Marshall.

This photograph is copyright Jim Marshall.



Bob Marley  
Bruce Springsteen  
The Doors  
Fleetwood Mac  
Grateful Dead  
Jefferson Airplane  
Jimi Hendrix  
Journey  
Led Zeppelin  
Lynyrd Skynyrd  
Metallica  
Neil Young  
Pink Floyd

**SUBJECTS:**  
Miles Davis  
**PHOTOGRAPHER:**  
Jim Marshall

**DATE:** 1971  
**LOCATION:** Newman's Gym (San Francisco, CA)  
**PRICE:** \$1,800.00

Metallica

Neil Young

Pink Floyd

Journey

Led Zeppelin

Lynyrd Skynyrd

Metallica

Neil Young

Pink Floyd

Journey

Led Zeppelin

Lynyrd Skynyrd

Metallica

Neil Young

Pink Floyd

Journey

Led Zeppelin

Lynyrd Skynyrd

Metallica

Neil Young

Pink Floyd

Journey

Led Zeppelin

Lynyrd Skynyrd

Metallica

Neil Young

Pink Floyd

Journey

Led Zeppelin

Lynyrd Skynyrd

Metallica

Neil Young

Pink Floyd

Journey

Led Zeppelin

Lynyrd Skynyrd

Metallica

Neil Young

Pink Floyd

Journey

Led Zeppelin

Lynyrd Skynyrd

Metallica

Neil Young

Pink Floyd

## RELATED ITEMS



**Miles Davis**  
May 19, 1961  
Handbill  
\$1,455.00

**Miles Davis**  
1969  
Fine Art Print  
\$800.00 - \$1,500.00

**Miles Davis**  
1969  
Fine Art Print  
\$800.00 - \$1,500.00

**Miles Davis**  
1969  
Fine Art Print  
\$800.00 - \$1,500.00

**Vault Tips**

Any item that says "Auction" will be auctioned off through our eBay Store. Find more information about our auctions on the Big Ticket Page.

**Miles Davis**  
Sep 13, 1970  
Poster  
\$875.00

**NEXT TIP**

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# **EXHIBIT D**



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[FORUMS](#)
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[CRAWDADDY!](#)  
[MOJAM](#)

DUKE ELLINGTON FINE ART PRINT from Sep 18, 1966 - MFM660918-FP

VISIT AND SUPPORT

Page 21 of 40

Filed 01/22/09

Case 5:09-cv-00283-RMW Document 1 Filed 01/22/09 Page 21 of 40

[PRODUCT DETAIL](#)  
[JIM MARSHALL BY CATEGORY](#)  
[Poster Art \(3\)](#)  
[Photography \(24\)](#)  
[Vintage Tic... \(2\)](#)  
[Backstage \(2\)](#)


16x20 SG Matted & Signed \$1,800

[PREV ITEM](#) | [BACK TO SEARCH](#) | [NEXT ITEM](#)

[EMAIL A FRIEND](#)  
[PHOTOGRAPHY Q & A](#)

#### DESCRIPTION

The photographic print is signed by the photographer, Jim Marshall.

This photograph is copyright Jim Marshall.

[JIM MARSHALL BY PRODUCT TYPE](#)  
[Premium Vintage P... \(18\)](#)  
[Fine Art Print \(6\)](#)  
[Book \(2\)](#)  
[Poster \(2\)](#)  
[1970s Ticket \(2\)](#)  
[Handbill \(1\)](#)
[JIM MARSHALL BY PRICE RANGE](#)  
[Under \\$25 \(1\)](#)  
[\\$25 - \\$49 \(4\)](#)  
[\\$50 - \\$99 \(2\)](#)  
[\\$100 - \\$499 \(4\)](#)  
[\\$1,000 & over \(23\)](#)

#### PERFORMERS

[BROWSE ALL PERFORMERS](#)

Aerosmith  
The Allman Brothers Band  
The Band  
The Beach Boys  
The Beatles  
Bob Dylan

#### SHIPPING INFORMATION

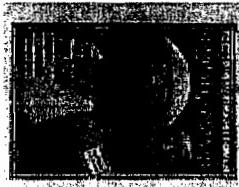
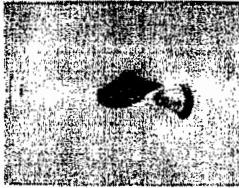
Bob Marley  
Bruce Springsteen  
The Doors  
Fleetwood Mac  
Grateful Dead  
Jefferson Airplane  
Jimi Hendrix  
Journey  
Led Zeppelin  
Lynyrd Skynyrd  
Metallica  
Neil Young  
Pink Floyd  
Ricksilver Messenger...  
Red Hot Chili Peppers  
The Rolling Stones  
Santana  
Steve Miller Band  
Tom Petty  
U2  
Van Halen  
The Who  
Yardbirds

Duke Ellington  
Fleetwood Mac  
Grateful Dead  
Jefferson Airplane  
Jimi Hendrix  
Journey  
Led Zeppelin  
Lynyrd Skynyrd  
Metallica  
Neil Young  
Pink Floyd  
Ricksilver Messenger...  
Red Hot Chili Peppers  
The Rolling Stones  
Santana  
Steve Miller Band  
Tom Petty  
U2  
Van Halen  
The Who  
Yardbirds

**SUBJECTS:**  
Duke Ellington  
**PHOTOGRAPHER:**  
Jim Marshall

**TOUR/SHOW:** Monterey Jazz Festival  
**DATE:** Sep 18, 1966  
**LOCATION:** Monterey Fairgrounds (Monterey, CA)  
**PRICE:** \$1,800.00

## RELATED ITEMS



**Duke Ellington**  
1967  
Poster  
\$56.00

**Carpenters**  
Jul 4, 1974  
Rolling Stone Magazine  
\$85.00

## Vault Tips

Wolfgang's Vault gladly accepts MasterCard, Visa, American Express and Discover credit cards, debit cards, checks and certified money orders as payment options.

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# **EXHIBIT E**



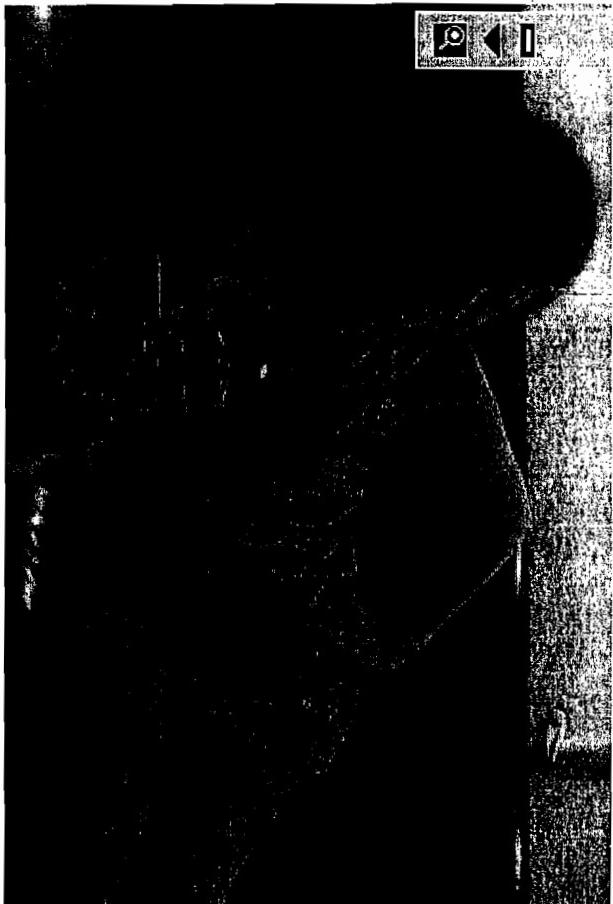
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 HELP

**CONCERT MEMORABILIA**  
**CONCERT MEMORABILIA**
**FORUMS**
**JANIS JOPLIN FINE ART PRINT from 1968 - JMP0023-FP**
[WV HOME](#)  
[PRODUCT DETAIL](#)  
[JIM MARSHALL BY CATEGORY](#)
[Poster Art \(3\)](#)  
[Photography \(24\)](#)  
[Vintage Tic... \(2\)](#)  
[Backstage \(2\)](#)
[Jim Marshall](#)  
[BY PRODUCT TYPE](#)
[Premium Vintage P... \(18\)](#)  
[Fine Art Print \(6\)](#)  
[Book \(2\)](#)  
[Poster \(2\)](#)  
[1970s Ticket \(2\)](#)  
[Handbill \(1\)](#)
[Jim Marshall](#)  
[BY PRICE RANGE](#)
[Under \\$25 \(1\)](#)  
[\\$25 - \\$49 \(4\)](#)  
[\\$50 - \\$99 \(2\)](#)  
[\\$100 - \\$499 \(4\)](#)  
[\\$1,000 & over \(23\)](#)
[Performers](#)
[Browse All Performers](#)

<a href="#">Aerosmith</a> <a href="#">The Allman Brothers Band</a> <a href="#">The Band</a> <a href="#">The Beach Boys</a> <a href="#">The Beatles</a> <a href="#">Bob Dylan</a>	<a href="#">Poster Art (3)</a> <a href="#">Photography (24)</a> <a href="#">Vintage Tic... (2)</a> <a href="#">Backstage (2)</a>	<a href="#">Jim Marshall</a> <a href="#">BY PRODUCT TYPE</a>	<a href="#">Premium Vintage P... (18)</a> <a href="#">Fine Art Print (6)</a> <a href="#">Book (2)</a> <a href="#">Poster (2)</a> <a href="#">1970s Ticket (2)</a> <a href="#">Handbill (1)</a>	<a href="#">Jim Marshall</a> <a href="#">BY PRICE RANGE</a>	<a href="#">Under \$25 (1)</a> <a href="#">\$25 - \$49 (4)</a> <a href="#">\$50 - \$99 (2)</a> <a href="#">\$100 - \$499 (4)</a> <a href="#">\$1,000 &amp; over (23)</a>
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16x20 SG Matted & Signed      \$1,800

[PREV ITEM](#) | [BACK TO SEARCH](#) | [NEXT ITEM](#) ▾

[ADD ITEM TO CART](#)

[EMAIL A FRIEND](#)  
[PHOTOGRAPHY Q & A](#)

[DESCRIPTION](#)

Janis was a great subject to photograph, because she was not afraid of the camera and came alive on stage - that was her world. She was very real and still a little girl when she died, a very famous little girl - Jim Marshall.

The photographic print is signed by the photographer, Jim Marshall.  
  
This photograph is copyright Jim Marshall.

**SHIPPING INFORMATION**

Bob Marley  
 Bruce Springsteen  
 The Doors  
 Fleetwood Mac  
 Grateful Dead  
 Jefferson Airplane  
 Jimi Hendrix  
 Journey  
 Led Zeppelin  
 Lynyrd Skynyrd  
 Metallica  
 Neil Young  
 Pink Floyd  
 Rick's Silver Messenger...  
 The Red Hot Chili Peppers  
 The Rolling Stones  
 Santana  
 Steve Miller Band  
 Tom Petty  
 U2  
 Van Halen  
 The Who  
 Yardbirds

**SUBJECTS:**  
 Janis Joplin  
**PHOTOGRAPHER:**  
 Jim Marshall

**DATE:** 1968  
**LOCATION:** Winterland (San Francisco, CA)  
**PRICE:** \$1,800.00

## RELATED ITEMS



**Janis Joplin**  
 Vintage Print  
 \$600.00

**Janis Joplin**  
 1967  
 Limited Editions  
 \$850.00

**Janis Joplin**  
 1968  
 Premium Vintage Print  
 \$7,500.00

**Janis Joplin**  
 Aug 1, 1969  
 Fine Art Print  
 \$200.00 - \$300.00

## Vault Tips

Did you know you can search by date? Simply enter a date (ie. 12/31/78, August 1969, etc.) into the search bar, and press SEARCH for the results.

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# **EXHIBIT F**

**WOLFGANG'S VAULT**

LIVE CONCERT MEMORABILIA CONCERT VAULT CRAWDADDY! MOJAM

PRODUCT DETAIL FORUMS ENTIRE SITE SEARCH ACCOUNT CART HELP

JIM MARSHALL BY CATEGORY

- Poster Art (3)
- Photography (24)
- Vintage Tic... (2)
- Backstage (2)

JIM MARSHALL BY PRODUCT TYPE

- Premium Vintage P... (18)
- Fine Art Print (6)
- Book (2)
- Poster (2)
- 1970s Ticket (2)
- Handbill (1)

JIM MARSHALL BY PRICE RANGE

- Under \$25 (1)
- \$25 - \$49 (4)
- \$50 - \$99 (2)
- \$100 - \$499 (4)
- \$1,000 & over (23)

PERFORMERS

- BROWSE ALL PERFORMERS
- Aerosmith
- The Allman Brothers Band
- The Band
- The Beach Boys
- The Beatles
- Bob Dylan

**BILL EVANS FINE ART PRINT from 1963 - JMP0008-FP**



16x20 SG Matted & Signed \$1,800

EMAIL A FRIEND  
PHOTOGRAPHY Q & A  
DESCRIPTION

The photographic print is signed by the photographer, Jim Marshall.

This photograph is copyright Jim Marshall.

◀ PREV ITEM | BACK TO SEARCH | NEXT ITEM ▶

ADD ITEM TO CART

SHIPPING INFORMATION

Bob Marley	<b>SUBJECTS:</b>	DATE: 1963
Bruce Springsteen		LOCATION: New York City (New
The Doors		York, NY)
Fleetwood Mac		PRICE: \$1,800.00
Grateful Dead		
Jefferson Airplane		
Jimi Hendrix		
Journey		
Lynyrd Skynyrd		
Metallica		
Neil Young		
Pink Floyd		
Rick's Silver Messenger...		
The Red Hot Chili Peppers		
The Rolling Stones		
Santana		
Steve Miller Band		
Tom Petty		
U2		
Van Halen		
The Who		
Yardbirds		

**Vault Tips**

We have a 10-day  
return policy on all  
items (domestic orders  
only).

[NEXT TIP](#)**RELATED ITEMS**

**Jeff Beck**  
Jul 3, 1969  
Fine Art Print  
\$200.00 - \$300.00

**Jeff Beck**  
Jul 3, 1969  
Premium Vintage Print  
\$400.00

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# **EXHIBIT G**



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[CONCERT MEMORABILIA](#)
[FORUMS](#)  
[CRAWDADDY!](#)  
[MOJAM](#)
[JOHN COLTRANE FINE ART PRINT from 1960 - JMP0007-FP](#)
[EMAIL A FRIEND](#)  
[PHOTOGRAPHY Q & A](#)

16x20 SG Matted & Signed \$1,80  
[ADD ITEM TO CART](#)

[◀PREV ITEM](#) | [BACK TO SEARCH](#) | [NEXT ITEM▶](#)

#### JIM MARSHALL BY PRODUCT TYPE

- ▶ Poster Art (3)
- ▶ Photography (23)
- ▶ Vintage Tic... (2)
- ▶ Backstage (2)

#### JIM MARSHALL BY PRICE RANGE

- Under \$25 (1)
- \$25 - \$49 (4)
- \$50 - \$99 (2)
- \$100 - \$499 (3)
- \$1,000 & over (23)

#### PERFORMERS

- BROWSE ALL PERFORMERS
- Aerosmith
- The Allman Brothers Band
- The Band
- The Beach Boys
- The Beatles
- Bob Dylan
- Bob Marley
- Bruce Springsteen



This photograph was taken by the late great Jim Marshall.

[SHIPPING INFORMATION](#)

The Doors  
Fleetwood Mac  
Grateful Dead  
Jefferson Airplane  
Jimi Hendrix  
Journey  
Led Zeppelin  
Lynyrd Skynyrd  
Metallica  
Neil Young  
Pink Floyd  
Quicksilver Messenger...  
The Red Hot Chili Peppers  
The Rolling Stones  
Santana  
Steve Miller Band  
Tom Petty  
U2  
Van Halen  
The Who  
Yardbirds

**SUBJECTS:**  
John Coltrane  
**PHOTOGRAPHER:**  
Jim Marshall

**DATE:** 1960  
**LOCATION:** Ralph J. Gleason's  
Home (Berkeley, CA)  
**PRICE:** \$1,800.00



#### RELATED ITEMS

##### John Coltrane

1963  
Premium Vintage Print  
\$5,000.00

Did you know you can search by date? Simply enter a date (ie. 12/31/78, August 1969, etc.) into the search bar, and press SEARCH for the results.

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# **EXHIBIT H**

## PACKING SLIP

1 uxome street san francisco california 94107



wolfgangsvault.com

BILL TO	SHIP TO	ACCOUNT
ANDREW STROUD 440 HOPKINS RD. SACRAMENTO CA 95864	LANDON BAILEY 50 QUAY CT. UNIT 43 SACRAMENTO CA 95831	Account: 899454 Order #: F8PY-N7JW Date: 12-23-2008 Shipping: UPS 2nd Day Air

Item Number	Description	Qty	Unit Price	Extended
JMP0011-FP-GMN1	Fine Art Print	1	\$1,800.00	\$1,800.00
<b>Comments</b>		Subtotal \$1,800.00 Sales Tax \$153.00 Shipping \$0.00 Order Total \$1,953.00 Total Charge \$1,953.00		

## Thank you for your order

Your order has been carefully packed and inspected.

Please check the contents of all packages received with the items on the Packing Slip to ensure the shipment is complete.

If incomplete, please save all packing material and contact us immediately at [www.wolfgangsvault.com](http://www.wolfgangsvault.com)

- Wolfgang's Vault has a 10 day return policy for domestic orders. We also guarantee your order against damage that may occur during the shipping process.
- Please inspect your order before discarding the packaging materials. If you receive a package that has been damaged during shipping, please contact our customer service department immediately so that we may initiate a Damage Claim with UPS. You will be given instructions regarding this process and the damaged items will be reimbursed or replaced once the claim has been finalized.
- To return or exchange an item, please contact our customer service department within 10 days of receiving your order. At that time, we will give you a return authorization (RA) number and precise instructions for returning your package. Wolfgang's Vault will issue a credit for all products returned under the terms of our policy and in the same condition in which they were sold.
- International Customers are subject to their respective country's customs fees, including Country and/or Province taxes, duty fees based on the value of goods purchased, and Customs Brokerage fees. Customs fees assessed on purchased goods are based on the laws of the respective country and Wolfgang's Vault has no control over these charges. Shipments are subject to inspection and possible delay by customs officials or representatives of government agencies.
- We will not accept any returns, and we will not refund any lost, refused or abandoned orders outside of the United States. However, we will make a claim with UPS for lost or damaged shipments. We will provide refunds only if we receive payment from UPS.

### If you need to return a damaged product to us:

- Ensure that the RA number we give you is clearly marked on the outside of your shipping box.
- Pack your return securely. We recommend you use the same packaging materials that it was originally shipped in, and that you insure the shipment for your protection.
- You are responsible for all return shipping costs. COD shipments will not be accepted.
- We are not responsible for lost or stolen packages. We recommend using a courier that can track your package with a tracking number.
- Subsequent to an approved authorization, a credit to an account can take up to 30 days.
- Ship all returned items to:  
Wolfgang's Vault  
Attn: Returns  
149 Bluxome Street  
San Francisco, CA 94107
- Need to contact us?  
Please visit our web site at [www.wolfgangsvault.com](http://www.wolfgangsvault.com), send an email to [custserv@wolfgangsvault.com](mailto:custserv@wolfgangsvault.com) or call our customer service department at 1-415-543-1266.

**IMPORTANT: RETURNS REQUIRE A VALID RA#. PLEASE MAKE SURE THE RA# IS CLEARLY VISIBLE ON THE ADDRESS LABEL.**

# **EXHIBIT I**

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*Jim Marshall : proof.*

**Type of Work:** Visual Material

**Registration Number / Date:** VA0001352549 / 2005-12-07

**Title:** Jim Marshall : proof.

**Copyright Claimant:** on photos: Jim Marshall

**Date of Creation:** 2004

**Date of Publication:** 2004-06-01

**Copyright Note:** Cataloged from appl.

**Names:** Marshall, Jim

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# **EXHIBIT J**

# Copyright

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*Jim Marshall : jazz.*

**Type of Work:** Visual Material

**Registration Number / Date:** VA0001365079 / 2005-08-10

**Title:** Jim Marshall : jazz.

**Copyright Claimant:** on photography; Jim Marshall

**Date of Creation:** 2005

**Date of Publication:** 2005-07-01

**Copyright Note:** Cataloged from appl. only.

**Names:** Marshall, Jim

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# **EXHIBIT K**

# Copyright

United States Copyright Office

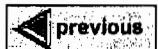
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## Public Catalog

Copyright Catalog (1978 to present)

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*Not fade away : the rock & roll photography of Jim Marshall / foreword by...*

**Type of Work:** Text**Registration Number / Date:** TX0006031402 / 2004-06-17

**Title:** Not fade away : the rock & roll photography of Jim Marshall / foreword by Michael Douglas ; edited by David Fahey.

**Imprint:** Boston : Little, Brown, c1997.

**Description:** 129 p.

**Copyright Claimant:** Jim Marshall

**Date of Creation:** 1997

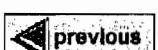
**Date of Publication:** 1997-09-01

**Copyright Note:** C.O. correspondence.

**Names:** Douglas, Michael

Fahey, David

Marshall, Jim

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